

**AMENDMENT NO. 5 TO AGREEMENT A3578A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND HDR ENGINEERING, INC.**

This Amendment No. 5 (Amendment), retroactively effective on February 1, 2021, amends the terms and conditions of the Standard Consultant Agreement A3578A (Agreement) dated March 13, 2012 as amended by Amendment No. 1 dated November 13, 2012, Amendment No. 2 dated June 9, 2015, Amendment No. 3 dated February 1, 2017, and Amendment No. 4 retroactively dated January 31, 2020 between SANTA CLARA VALLEY WATER DISTRICT (District) and HDR ENGINEERING, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing professional planning and environmental services for the Anderson Dam Seismic Retrofit Project (Project); and

WHEREAS, the term of the Agreement expires on January 31, 2021; and

WHEREAS, the Parties desire to amend the Agreement to document Consultant's reduced scope of services which has now been completed; and

WHEREAS, the Parties desire to amend the Agreement to modify the term of the Agreement to provide additional time for Agreement closeout activities consistent with Consultant's completed Project role and to implement minor administrative updates.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Appendix One Scope of Services, is amended as set forth in the Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
2. Revised Attachment One Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Attachment One to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
3. Revised Appendix Two, Fees and Payments, is amended as set forth in the Revised Appendix Two, Fees and Payments, attached hereto and incorporated herein this reference.
5. Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.
6. Revised Appendix Four, Insurance Requirements, is amended as set forth in the Revised Appendix Four, Insurance Requirements, attached hereto and incorporated by this reference.

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7. All other terms and conditions stated in Agreement A3578A, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 not otherwise amended as stated herein, remain in full force and effect.

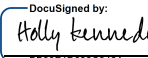
IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 5 TO AGREEMENT A3578A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

HDR ENGINEERING, INC.
Consultant

By: 
Rick L. Callender, Esq.
Chief Executive Officer

3/8/2021

By: 
Holly Kennedy
Senior Vice President

Date: 2/22/2021

Firm Address:
100 Pringle Avenue
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**ANDERSON DAM SEISMIC RETROFIT PROJECT
PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES**

This Revised Appendix One amends the current Revised Appendix One Scope of Services as stated herein. It describes the reduced Scope completed by Consultant in providing planning and environmental consultant services for District's Anderson Dam Seismic Retrofit Project (Project).

I. PROJECT OBJECTIVES (UNCHANGED)

- A. District's objectives for the Project are to make improvements necessary to:
1. Stabilize the Anderson Dam embankment for the maximum credible earthquake of the Calaveras and Coyote Faults;
 2. Finalize problem definition, and if necessary, modify or replace the outlet works for the potential fault rupture risk from the maximum credible earthquake on the Coyote Creek-Range Front fault zone; and
 3. Incorporate other measures to address seismic deficiencies that are determined through Project delivery.
- B. Planning Consultant's Services will support District's Objectives for the Project as follows:
1. Resolve the seismic deficiencies per Federal Energy Regulatory Commission (FERC)/Division of Safety of Dams (DSOD) standards. Attachment Four - Reference Materials provides a list of technical reference material applicable to this Project;
 2. Meet District's dam safety and operational requirements;
 3. Meet the requirements identified in District's Quality Environmental Management System procedures. Attachment Five - District Procedures & Work Instructions provides a list of District procedures and work instructions to be performed by Consultant;
 4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
 5. Meet requirements of the resource and regulatory agencies (permitting agencies) including FERC and DSOD;
 6. Address all stakeholders' interests; and
 7. Develop sufficient information and analysis to enable District's Board of Directors, FERC, and DSOD to make Project decisions.

II. INTENT (UNCHANGED)

- A. District intends to retain four separate consulting firms to deliver the Project. The Project Management, Planning, Design, and Construction Management Consultants will each be responsible for performing professional services appropriately relating to the Project. The Planning Consultant (Consultant) will be responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with

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Consultant's services. In a supportive role, Consultant will be responsible for reviewing design work for consistency with the planning assumptions/requirements and supporting District in securing resource agency permits. Consultant's planning and environmental services deliverables will:

1. Provide a recommended alternative to resolve the seismic deficiencies per FERC/DSOD standards;
2. Meet District's public safety and operational requirements;
3. Meet the requirements of all laws and regulations required for Project delivery;
4. Meet the requirements of regulatory and resource agencies (permitting agencies) including FERC and DSOD; and
5. Be presented to District's Board of Directors for considerations.

III. PROJECT BACKGROUND (UNCHANGED)

The DSOD and the FERC have jurisdictional oversight of Anderson Dam facilities. These agencies have accepted both District's interim reservoir drawdown plan that will remain in effect until the seismic deficiencies have been addressed, and its goal to define a satisfactory solution, obtain the necessary clearances and permits, and complete this work before the end of calendar year 2019.

Anderson Dam (Dam) is a zoned rockfill and earthfill dam with a maximum height of about 240 feet. The crest is approximately 1400 feet long and is 25 to 43 feet wide at elevation 648 feet. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The Dam was originally constructed to elevation 641 feet but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

The spillway is located on the northerly side of the Dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The adequacy to release the Probable Maximum Flood (PMF) without overtopping the Dam or spillway chute is currently under review by DSOD and FERC. The adequacy of the PMF study (Ref. 1 of Attachment Five to Appendix 1, Reference Materials) is also under independent review as required under the 2011 FERC Part 12D. The assumption for purposes of this Agreement is that the spillway and Dam freeboard are acceptable; however, that may change depending upon the response by the regulatory agencies.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, making it a critical water utility facility for Santa Clara County. Anderson receives water supply through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The outlet works has the capability to release flows up to 550 cubic foot second through a 49-inch diameter outlet pipe. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline). The outlet works is also connected to District's treatment plants via District's in-county transmission system and is occasionally used to convey raw water to these plants for treatment.

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District has completed the Anderson Dam Seismic Stability Evaluation, which was prepared by AMEC Geomatrix and released in June 2011 (SSE1A) (Reference 14 of Attachment 5 to Appendix 1). The SSE1A study findings indicate that the downstream slope of the Dam could become unstable and that the upstream slope and Dam crest could experience excessive deformation during a very large-magnitude earthquake. This is due to the presence of poorly compacted, liquefiable soil layers including: a) a 5 to 10-feet thick layer of weak fill material at the bottom of the downstream Dam shell; and b) a weak alluvial material under portions of the upstream shell. These weak soil layers are susceptible to a loss in strength when subjected to severe seismic shaking.

The SSE1A study also includes a fault rupture hazard evaluation for the Dam site. This evaluation was performed because the Coyote Creek-Range Front fault zone, located in the vicinity of the Dam, has been classified as conditionally active as defined by DSOD. The study findings to date have not provided information sufficient to establish that the Coyote Creek-Range Front fault zone is inactive. The study findings indicate that the fault offset on the Coyote Creek-Range Front fault zone is up to 4 feet. An element of this Scope of Services is an approach to resolve the uncertainty in Project definition pertaining to the fault rupture hazard evaluation.

Project Delivery Approach (REVISED)

District retained five separate consulting firms, henceforth "Phase Consultants," to undertake this Project including:

1. Project Management Consultant to manage and oversee the delivery of this Project.
2. Initial Planning Consultant to perform the services described in this Scope of Services and an additional (5th firm) Environmental Consultant to perform subsequently identified services as required by environmental regulators.
3. Design Consultant to perform engineering analysis and design services in compliance with District, DSOD and FERC requirements; prepare construction documents; and provide engineering support for the bid process and during construction of District-approved Project.
4. Construction Management Consultant to oversee the construction contract(s) in conformance with the Design Consultant's certified engineering plans and specifications; DSOD and FERC's construction inspection and monitoring requirements; District-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and Project close-out in accordance with District requirements.

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IV. PROJECT TASKS (REVISED)

The primary purpose of this Amendment No. 5 is to extend its term to provide the Consultant with additional time for Agreement closeout activities consistent with Consultant's modified Project role and to implement minor administrative updates. Tasks included in the Revised Scope of Services have been updated to note "revised," "completed," or "deleted." Tasks shown as strikethrough represent deleted tasks not performed by the Consultant.

Task 1. Project Management

The objective is to develop and integrate planning phase scope, schedule, cost, quality, risk, staffing, communication, and resources in a manner to fulfill the terms of this Agreement. The scope and deliverables will include the items described below.

Subtask 1.1 Planning Phase Work Plan Support

- a. Consultant will support the Project Manager in development of the Project Work Plan in accordance with District's Quality Environmental Management System (QEMS). At a minimum, the planning phase contribution to the Project Work Plan will include: the team organization; team member roles and responsibilities; stakeholder, management, document control, and team communication, coordination and protocols; technical and managerial work activities, deliverables; task level resource and cost-loaded schedule; Project controls and reporting. [COMPLETE]

Subtask 1.2 Monthly Status/Work Plan Reports

Consultant will provide Monthly Project Status reports to District. The status reports will provide a brief summary of the work performed and the remaining work for each task. The Monthly Project Status report will include milestones and deliverables completed to date, a schedule status update, estimate of work required to complete the Project, explanation of any significant variances in percentage of work to be completed compared to percentage of remaining fees, and any anticipated changes to any agreement that may be necessary to complete the scope of the services. Any fees or time constraints, and corrective actions if appropriate, will be documented in the Monthly Project Status reports. Consultant will be required to state clearly and affirmatively in writing whether or not the Project work is on schedule as described in Revised Attachment Three, within the agreed upon Total Not-to Exceed Amount stated in Revised Appendix Two, Fees and Payments, what if any problems or deviations have been identified, and, if necessary a proposed recovery plan.

The Monthly Project Status report will include:

- a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;

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- b. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;
- d. A statement that all tasks will be completed within the agreed upon Total Not-to-Exceed amount of this Agreement described in Revised Appendix Two, Fees and Payments;
- e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the time line set forth in Revised Appendix Three, Schedule of Completion; or, if completion of the services is not on schedule, a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timeline for implementation of such measures;
- f. A look-ahead schedule listing deliverables and activities planned for the next two (2) months;
- g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;
- h. A Small Business Enterprise (SBE) participation report to document the level of SBE participation throughout the Project; and
- i. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the term of the Agreement which require resolution by District and/or Consultant.

Subtask 1.3 Monthly Coordination/Progress Meetings

- a. Consultant will attend monthly coordination and progress meetings at District offices, as well as the DSOD and FERC offices as necessary and directed by District. Consultant will attend the meetings and will provide input on draft minutes prepared by the Project Management Consultant within three days after each meeting. The monthly meetings will inform District and Project members of progress to date, key issues, and critical activities. [COMPLETE]

Subtask 1.4 Workshops/Coordination Meetings

- a. Consultant will attend "issue specific" workshops and coordination meetings as detailed in this scope of services. These meetings and workshops will be held at key decision points, and when consensus or stakeholder outreach is required.

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Consultant will also attend a kick-off workshop with the Project Management Consultant and District. [COMPLETE]

Task 1 - Deliverables:

1. Monthly Status Reports
2. Draft and Final Planning Phase Work Plan [COMPLETE]
3. Strategy and Decision Memoranda [COMPLETE]
4. Change Management Memoranda [COMPLETE]
5. Review Comments on Project Meeting minutes [COMPLETE]

Task 1 - Assumptions:

1. There will be one kick-off meeting [COMPLETE]
2. There will be 84 monthly progress meetings/conference calls with District [COMPLETE]
3. There will be 6 technical workshops [COMPLETE]
4. There will be 6 public workshops [COMPLETE]
5. There will be 2 Board of Directors presentations/briefings [COMPLETE]
6. Meetings with the Board of Consultants (BOC) will be held at District offices, and meetings with FERC/DSOD will either be in Sacramento or San Francisco at the request and direction of District. [COMPLETE]

Task 2. Planning Study

- a. Consultant will develop and evaluate alternatives which meet the Project Objectives and will identify a recommended Project for the design phase which maximizes the benefit to life-cycle cost ratio for residents of Santa Clara County. Project requirements and objectives will be established by District and their Project Manager Consultant and reviewed by Consultant. The Planning Study scope of services and deliverables will be performed and prepared in accordance with District's QEMS procedures included in Attachment Six to Revised Appendix One of this Agreement.

Subtask 2.1 Problem Definition

- a. Under Task 2.1 Consultant will prepare a draft and final Problem Definition Memorandum. The Problem Definition Memorandum will incorporate all activities required to adequately define the Project problem, background research and data collection, field investigations, and confirmation of objectives, constraints, and opportunities. The Problem Definition Memorandum will also include technical and Project risks, as identified in the 'Risk Workshop' to be convened by District's Project Manager Consultant (PMC). [COMPLETE]

Subtask 2.1.1 Background Review and Data Collection

- a. Consultant will assemble all available information and collect new data needed to fully confirm and document the problem, constraints, and options. Consultant will

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confirm the customer/partner/stakeholder list, Project challenges, objectives, and operational and environmental constraints, Consultant will obtain all Project requirements and constraints from District, FERC, DSOD, resource agencies, and other stakeholders. Consultant will work through District and Project Management Consultant to conduct stakeholder interviews to confirm Project interests, determine and rank selection criteria. [COMPLETE]

- b. Consultant will review all existing analyses, reports, memoranda, and correspondence relative to the Project. The review will include documents relevant to the Dam modification, outlet modification, and potential spillway modification. Consultant will review and confirm Project specific and District-wide objectives with District, FERC, DSOD, and other resource agencies and stakeholders. [COMPLETE]
- c. Consultant will complete an independent review of the existing fault rupture information and revise the conditions and fault displacement parameters in References 18, 22 and 23 of Attachment Four to Appendix One. This independent review of the existing fault rupture assessment will proceed in parallel with alternatives development and evaluation. Based on the independent review, Consultant will make recommendations on whether or not to conduct additional fault investigations to evaluate fault activity and displacement criteria. Consultant will summarize recommendations on fault investigations in a written technical memorandum that also includes fall rupture criteria to use in design of the new embankment and outlet facilities. [COMPLETE]
- d. The fault investigation work will include a combination of surface mapping, test pits, and paleoseismic trenching at two sites. The work will be performed at the Turner Site, and one additional site. The second site will be identified by Consultant following a review of the existing fault rupture assessment. [COMPLETE]
- e. Following completion of the fault trenching task above, Consultant will evaluate geologic data to determine activity, and if appropriate, estimate the type and magnitude of fault displacement at the site. The results of this evaluation will be used in the design of the new embankment and outlet facilities. Consultant will develop fault displacement estimates across the traces of the Coyote Creek/Range Front fault system. Consultant will also evaluate the distribution and direction of the displacements across the various fault traces. [COMPLETE]
- f. Review of the Probable Maximum Flood (PMF) study supporting data and determination of spillway freeboard adequacy will be assessed by Consultant. During the background and data collection phase, Consultant will work with District's hydrology and hydraulics staff to confirm determination of the Probable Maximum Precipitation (PMP), depth-area reduction, loss parameters, discretization of the watershed, development of the unit hydrograph, channel routing, time-step utilization, and storage assumptions. Following review and coordination with District staff on these elements, as well as calibration, Consultant

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will develop spillway modification requirements as necessary. Hydrologic and hydraulic models will be developed by Consultant as necessary to assess PMF and spillway hydraulics including wave run-up and the terminal energy dissipation structure or channel. If during the initial PMF and spillway evaluation Consultant finds spillway modification are not necessary, no additional work will be performed. If the initial PMF and spillway evaluation indicate that spillway freeboard is insufficient, Consultant will prepare alternatives to address the spillway deficiencies. [COMPLETE]

- g. Consultant will collect property boundaries and delineation/tract register. [COMPLETE]
- h. Consultants will collect utility and encroachment information within the maximum probable Project footprint. [COMPLETE]
- i. Consultant will perform additional field reconnaissance of the Project site and potential borrow areas to support feasibility level design activities. [COMPLETE]

Subtask 2.1.2 Problem Definition Memorandum

- a. Based on information reviewed and collected in subtask 2.1.1, Consultant will prepare a Problem Definition Memorandum consistent with District QEMS guidelines. The Problem Definition Memorandum will fully establish existing conditions, define the problems and causes, identify constraints and options, and finally will outline the design criteria to be used for planning level designs for each required Project component. Consultant will prepare a draft memorandum, provide response to comments, and submit a final memorandum. Following submittal of the draft memorandum, Consultant will coordinate a workshop to be held with District staff and the Board of Consultants (BOC) to review the findings. [COMPLETE]
- b. Consultant will prepare a technical memorandum in response to FERC's letter (October 26, 2010) requesting an evaluation of Interim Risk Reduction Measures (IRRM's). The technical memorandum will summarize Consultant's opinion of the adequacy of the temporary reservoir restriction to act as the primary IRRM for the Dam. Consultant's written narrative will also discuss other IRRM's that have been considered (i.e. drawing down the phreatic surface in the downstream foundation), and present any additional IRRMs that could be considered at this time. If any new IRRMs are identified, Consultant will include a written narrative with those concepts and present preliminary recommendation for their implementation. A draft technical memorandum will be submitted for District and BOC review. A revised draft will be submitted to FERC that incorporates comments received from District and BOC. Consultant will meet with FERC to discuss findings of the task as directed by PMC. A final technical memorandum will be provided to District that incorporates comments received during FERC review. [COMPLETE]

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- c. Consultant will support District in their outreach activities by working with District to confirm the stakeholder list. Consultant will provide input to the strategic outreach plan (prepared by District), and support District during problem definition outreach efforts. Consultant will provide assistance in development of presentation materials and general meeting preparation. [COMPLETE]

Subtask 2.2 Planning

- a. Under Task 2.2, Consultant will prepare the Planning Study Report that incorporates the Problem Definition Memorandum and identifies the staff-recommended alternative. The following Subtask section describes Consultant's scope to complete the Planning Study Report.

Subtask 2.2.1 Alternative Evaluation Methodology

- a. Consultant will develop a model for use in screening and evaluation of conceptual and feasible alternatives. This task will rely on determination and confirmation of Project Objectives and stakeholder interests and criteria determined under Subtask 2.1.1. Based on information received during stakeholder interviews, a model will be prepared and submitted by Consultant to District for presentation and review. Following review of model algorithms, hierarchy, criteria, and measurement metrics, the model will be revised by Consultant based on comments received. The final model will be submitted by Consultant to District. [COMPLETE]

Subtask 2.2.2 Draft Conceptual Alternatives Report

- a. Preliminary designs will be prepared by Consultant for each conceptual alternative along with a description of features and function. [COMPLETE]
- b. The conceptual alternatives will be evaluated by Consultant based on the initial screening criteria identified as part of the model development process (Subtask 2.2.1). The screening process for conceptual alternatives, however, will be less rigorous than the process that will be followed by Consultant for identification of the staff-recommended alternative. Consultant will assess the conceptual alternatives will based on their ability to satisfy overall objectives and meet Project criteria. A weighted-criteria approach will be utilized by Consultant to screen the conceptual alternatives with close coordination and input from District staff and the BOC. [COMPLETE]
- c. Following development and documentation of the conceptual alternatives, Consultant will prepare a draft and final Conceptual Alternatives Report that includes screening rationale and initial identification of the array of feasible alternatives. Consultant will coordinate a workshop to be held following submittal of the draft Conceptual Alternatives Report with District staff, the BOC, FERC and DSOD to review the conceptual alternatives. [COMPLETE]

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Subtask 2.2.3 Feasible Alternatives

- a. Consultant will further refine the feasible alternatives identified in Subtask 2.2.2 to allow for additional evaluation and identification of a staff-recommended alternative. Consultant will provide level of detail for the feasible alternatives sufficient enough to provide comparative analyses and support environmental compliance documents. Consultant's engineering analyses will be carried out to the extent that enables each feasible alternative to meet design and performance criteria. The criteria identified by Consultant during model development will clearly identify data requirements for alternative analyses, the level of detail for feasibility design, and prevent unnecessary efforts. Following completion of initial decision model analyses, Consultant will prepare a table of results that shows the relative score of each alternative along with the sub-score of each individual criterion. A summary of analysis findings and feasible alternative features will be prepared by Consultant in a Feasible Alternatives Matrix and submitted for review. Consultant will coordinate a meeting with District staff, the BOC, FERC, and DSOD to review the Feasible Alternatives Matrix, review intermediate products, and to confirm progress and direction as the study proceeds. [COMPLETE]

Subtask 2.2.4 Staff-Recommended Alternative

- a. Following the identification of the staff-recommended alternative, Consultant will develop the alternative in more detail. The level of detail at this phase of the study will be sufficient to develop a budget level cost estimate. The development of feasible alternatives and identification of the staff-recommended alternative will be documented by Consultant in a Staff-Recommended Alternative Report. Following submittal of the draft report, Consultant will coordinate a workshop with District staff, the BOC, FERC and DSOD to review the findings and confirm direction of the study. Following the workshop, Consultant will prepare the final report for submission to District Board of Directors (Board). [COMPLETE]

Subtask 2.2.5 Planning Study Report

- a. Consultant will document the planning process and identification of the staff-recommended alternative in the Planning Study Report in accordance with District's QEMS guidelines. The Planning Study Report will include the Project background, objectives, problem definition, conceptual alternatives analysis, public outreach process, feasible alternatives analysis, the staff-recommended alternative, and the basis for its selection. The staff-recommended alternative will be fully described by Consultant including life-cycle operation and maintenance guidelines and costs, real estate needs, estimated construction costs, schedule, and funding. Detailed calculations supporting the Planning Study Report will be provided by Consultant as appendices. A draft, revised draft and final Planning Study Report (PSR) will be submitted by Consultant, along with a Project Requirements Memorandum. Consultant will coordinate a workshop with District staff and the BOC to review the (Planning Study Report (PSR) prior to request of Board action. [COMPLETE]

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- b. Consultant will prepare an update to the 2013 PSR summarizing the revised Project alternative and fish passage feasibility findings. Reports providing relevant figures, detailed calculations, constructions costs and schedule will be provided to Consultant by District. A Draft, Revised Draft, and Final Updated Planning Study Report will be submitted by Consultant. [COMPLETE]

Subtask 2.2.6 Transition Report

- a. Consultant will prepare the Planning-to-Design Phase Transition Report to properly transfer Project information to District. A Transition Report will be prepared to provide all of the relevant Project information to District so that decisions and requirements identified during the Planning Phase will be addressed as Project requirements in the Design Phase. This will assure design deliverables meet Planning Phase objectives and assure Planning Phase activities are not duplicated during design. Consultant will prepare a draft and final Transition Report. [COMPLETE]

Task 2 - Deliverables:

1. Fault Displacement Technical Memorandum [COMPLETE]
2. Draft, Revised Draft, and Final IRRM Technical Memorandum [COMPLETE]
3. Draft and Final Problem Definition Memorandum [COMPLETE]
4. Alternatives Evaluation Model [COMPLETE]
5. Draft and Final Conceptual Alternative Report [COMPLETE]
6. Feasible Alternatives Matrix [COMPLETE]
7. Draft and Final Staff-Recommended Alternative Report [COMPLETE]
8. Draft, Revised Draft, and Final Project Study Report [COMPLETE]
9. Project Requirements Memorandum [COMPLETE]
10. Draft and Final Planning-to-Design Transition Report [COMPLETE]

Task 2 - Assumptions:

1. Up to 16 conceptual alternatives (including dam modification, outlet modification, and spillway modification) will be developed. Level of detail for conceptual alternatives will be sufficient to determine unfeasible options and document their removal from consideration. [COMPLETE]
2. Up to 5 feasible alternatives will be developed. Level of detail will be sufficient to provide input for the alternatives evaluation model, and allow comparative analyses. [COMPLETE]
3. The staff-recommended alternative will be developed to a level of detail sufficient to prepare an opinion of probable construction cost commensurate with an AACE (Association for the Advancement of Cost Engineering) International Class 3 estimate. [COMPLETE]

Task 3. Environmental Documentation and Permit support

- a. Consultant will support District in preparation of environmental documents that comply with the requirements of the California Environmental Quality Act (CEQA)

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and the National Environmental Policy Act (NEPA), in a manner such that these documents may be presented to District's Board of Directors as the CEQA Lead Agency, and FERC as the NEPA Lead Agency, to enable them to certify the Final Environmental Impact Report/Environmental Impact Study (EIR/EIS) and adopt the Mitigation Monitoring and Reporting Plan (MMRP). Consultant will support District in securing permits/clearance needed for field investigations including supplemental fault trenching and borrow investigations.

- b. District may require, and Consultant shall perform, the following Optional Services related to Environmental Documentation and Permit Support services. Prior to performing any of these Optional Services Consultant must obtain written authorization from District's Water Utility Capital Division DOO in the form of a Task Order (see Attachment Three to Appendix One, Task Order Template). Written authorization will state the agreed-upon scope of the services, the classifications of staff performing the Optional Service, the associated not-to-exceed fees, and schedule.
 - 1. Field environmental support for ongoing and future geotechnical investigations.
 - 2. Preparation of the Draft and Final Environmental Impact Report to include revisions to the Project Description, spillway walls and dam crest impacts, impacts and mitigation measures for dewatering of the reservoir, fish passage feasibility studies.
 - 3. Conducting Project-wide plant and biological surveys and preparation of compliance, application and reporting materials for the Valley Habitat Plan.
 - 4. Conduct cultural, biological, and plant survey data collection, documentation, impacts analysis and mitigation development off-site stockpile and staging deemed necessary for Project construction as well as for diversion related impacts.

Subtask 3.1 Initial Regulatory and CEQA/NEPA strategy, and coordination with regulatory agencies

- a. Consultant will inventory the regulatory permitting needs for the Project and will work with District to develop a strategy for pursuing regulatory approvals necessary for the design and schedule requirements of the Project. Consultant will determine viability of a joint CEQA/NEPA document through at least the Public Draft stage. Environmental permits or approvals for this Project are anticipated to include:
 - 1. An Individual Permit under Clean Water Act Section 404 administered by the U.S. Army Corps of Engineers. This will require NEPA compliance, a 404(b)(1) alternatives analysis, development of draft permit language, public notice information, as well as several technical documents, including two Biological Assessments (for use in consultation with United States Fish and Wildlife

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Service (USFWS) and National Marine Fishery Service (NMFS) should the Valley Habitat Plan and 3 Creeks Habitat Conservation Plan (HCP) not be completed in a timely manner), a Delineation of Waters of the United States, and a Section 106 investigation (for use in consultation with the State Historic Preservation Officer and others).

2. A Regional Water Quality Control Board authorization under Clean Water Act Section 401, as well as Waste Discharge Requirements pursuant to the State's Porter-Cologne Water Quality Control Act, and potentially a National Pollutant Discharge Elimination System permit under Clean Water Act Section 402. Specific technical documents will need to include a delineation of Waters of the State, development of draft language for the permit and associated monitoring and reporting program, and other documents to address specific Regional Water Quality Control Board (RWQCB) concerns.
3. Approval from the California Department of Fish and Game, including a Streambed Alteration Agreement (Fish and Game Code Section 1602), and potentially authorization under the California Endangered Species Act should any state-listed species have potential for "take" as a result of the Project.
- b. This task will result in production of a Regulatory and CEQA/NEPA Strategy Technical Memorandum which will outline the various requirements and develop a clear and comprehensive plan and timeline for addressing each. [COMPLETE]

Subtask 3.2 Data collection and resource investigations

- a. In parallel with Task 3.1, Consultant will collect necessary data. Reconnaissance-level field investigations will be performed by Consultant. Through this Subtask Consultant will build the base of information for subsequent use throughout the CEQA/NEPA and permitting process, and will be memorialized in a memorandum or series of memoranda which can be used for the Affected Environment sections of the EIS/EIR, the Biological Assessments (BAs), etc. [COMPLETE]

Subtask 3.3 CEQA/NEPA documentation

- a. Consultant will prepare the following per the 2014 Work Plan:

Part A – CEQA Documentation

A.1. Prepare Notice of Preparation

1. Consultant will prepare a Notice of Preparation (NOP) to solicit public input on the scope and content of the EIR. The NOP will include a brief description of the Project and Project background, to a level sufficient to allow for meaningful public comment. [COMPLETE]
2. A Project Description will be developed based on the Planning Study Reports. Figures appropriate for use in the CEQA document will be developed for the Project description based on the Planning Study Reports. [COMPLETE]

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3. An Initial Study will be prepared using the current CEQA Guidelines, Appendix G checklist. The Initial Study will be included with the NOP as an attachment. [COMPLETE]
4. The Project Management Team will review and provide one set of consolidated comments on the Draft NOP. [COMPLETE]
5. Consultant will revise the NOP based on Project Management Team direction, finalize, and print 15 copies of the IS/NOP for submittal to the California Office of Planning and Research State Clearinghouse. [COMPLETE]

A.1. Deliverables:

- Draft and Final Project Description and Figures (electronic) [COMPLETE]
- Draft and Final Initial Study (electronic) [COMPLETE]
- Draft and Final NOP (electronic) [COMPLETE]

A.2. Environmental Scoping

District will hold two scoping meetings, one in the evening in Morgan Hill for the general public and a second meeting at District's office during the day for public agency and regulatory staff. District has requested Consultant support for both meetings as described below.

1. Prepare Presentation
 - a. Consultant will prepare a PowerPoint presentation for the scoping meetings. The presentation will summarize the project and CEQA public involvement process. [COMPLETE]
 - b. The Project Management Team will review and provide one set of consolidated comments on the presentation. [COMPLETE]
 - c. Consultant will revise the presentation based on the Project Management Team comments. [COMPLETE]
2. Consultant will send three representatives to attend each scoping meeting to support the Project Management Team. The Project Management Team will lead the meetings and give the presentations. Consultant will answer questions from the public and regulatory representatives, as directed from the Project Management Team. [COMPLETE]
3. Scoping Report
 - a. Consultant will prepare a Scoping Report that will:
 - i. Provide an overview of the scoping process and the public comments received. This task assumes that a meeting transcript will not be necessary; therefore, Consultant will not have a court reporter at the scoping meetings; Consultant will record all comments received during the meeting using a voice recorder and a staff person taking notes on a laptop;

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- ii. Summarize the comments received at the scoping meeting, as well as the comments and information submitted in response to the NOP;
 - iii. Identify key issues to be addressed in the EIR; and
 - iv. Identify the issues raised in comments that are outside of the scope of the EIR, or will for other reasons not be addressed in the EIR. Incorporate comments submitted in response to the NOP. The comments will be compiled by the Project Management Team and provided to Consultant. These comments will be compiled along with the meeting notes documenting verbal comments received at the scoping meetings and included in the Scoping Report. [COMPLETE]
- b. The Draft Scoping Report will be submitted to the Project Management Team for review. [COMPLETE]
 - c. The Project Management Team will review and provide one set of consolidated comments on the Scoping Report. [COMPLETE]
 - d. The Scoping Report will be finalized by Consultant based on the Project Management Team comments. [COMPLETE]

A.2. Deliverables:

- Draft and final scoping meeting presentation (electronic) [COMPLETE]
- Meeting recordings for two scoping meetings [COMPLETE]
- Draft and final Scoping Report (electronic) [COMPLETE]

A.3. Administrative Draft EIR

1. Consultant will prepare an outline for the Administrative Draft EIR (ADEIR) that indicates all sections to be included in the document. The Project Management Team will review and provide comments, and Consultant will revise the outline as needed. [COMPLETE]
2. Consultant will prepare TWO Administrative Draft EIRs (2014 and 2018) that contain the necessary elements and required sections as outlined by CEQA Guidelines. The ADEIR will incorporate the data and information collected and reviewed under Subtasks 2.1.1 and 3.2 and from the public scoping process. [COMPLETE]
3. Technical analyses and impact assessments will be prepared by Consultant using the impact topics and significance thresholds prescribed in Appendix G of the CEQA Guidelines and other applicable standards provided by District. [COMPLETE]
4. Each topical section will: include both a physical and regulatory setting as applicable, identify significance thresholds, describe Project impacts, identify feasible mitigation measures, and identify the level of significance both prior to and following mitigation. [COMPLETE]
5. The ADEIR will contain the following sections:

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- a. **Executive Summary.** This section will contain a concise summary of the project, a project location map, a summary of the EIR findings, and a summary of project alternatives. A list of the impacts and mitigation measures will be provided in a table at the end of the Executive Summary.
- b. **Introduction.** The Introduction to the EIR will instruct readers on how to find information in the EIR and explain the regulatory purpose of the document, the public's role, and steps in the process.
- c. **Project Description.** The Project Description will primarily consist of the description developed for the NOP. Consultant will update the Project Description with additional new information necessary to support the EIR environmental analysis. Supplemental information will be added to the Project Description as directed by the Project Management Team.
- d. **Environmental Analysis.** The physical setting will be based on physical setting information gathered under other tasks, such as Subtask 3.2, as is relevant to support the evaluation of potential project impacts. The regulatory setting will be developed from the review of federal, state and local plans and policies relevant to support the evaluation of potential project impacts. The environmental impact analysis will build upon the Initial Study, with additional analysis and greater detail and specificity provided, as appropriate, for each impact. Forestry Resources will not be discussed in detail in the EIR since there are no designated forest lands in the project area and therefore, no impacts to forestry resources would occur. The Mineral Resource impact topic will be dismissed due to the absence of potential to generate an environmental impact. A brief justification to support dismissal of these topics is provided in the Initial Study previously completed under a separate contract authorization. Environmental topics to be evaluated are listed below and further discussion on the evaluation approach for each topic is provided below.

<ul style="list-style-type: none"> ▪ Aesthetics ▪ Agricultural and Forestry Resources ▪ Air Quality ▪ Biological Resources ▪ Cultural Resources ▪ Geology and Soils ▪ Greenhouse Gas Emissions 	<ul style="list-style-type: none"> ▪ Hazards and Hazardous Materials ▪ Hydrology & Water Quality ▪ Land Use & Planning ▪ Noise ▪ Recreation ▪ Transportation & Traffic ▪ Utilities & Service Systems
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- e. **Other Statutory Considerations.** The EIR will contain a section which addresses the other statutory topics required by CEQA,

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including irreversible impacts, cumulative impacts, energy conservation, and growth inducement.

- f. **Alternatives.** The EIR will evaluate Project alternatives that would feasibly attain the Project objectives and reduce identified environmental impacts of the Project. Up to 5 alternatives, including the No Project Alternative, will be developed and considered in the analysis. The alternatives to be evaluated may include those developed during the project's Planning Phase, such as those presented in the Conceptual Feasible Alternatives Report. Project alternatives will comply with CEQA Guidelines Section 15126.6.
- g. **Agencies and Persons Contacted, References and Literature Cited, and Report Preparers.** The EIR will contain this information, as required by CEQA Guidelines Section 15129.
- h. **Appendices.** Appendices will be included in the EIR, as needed.

A.3. Deliverables:

- An electronic copy of the Outline for the Administrative Draft EIR in both PDF and MS Word formats [COMPLETE]
- Ten (10) printed copies of the Administrative Draft EIRs and electronic copies in both PDF and MS Word formats [COMPLETE]

~~EIS and EIR for the CEQA and NEPA compliance Project. Specific deliverables will include:~~

- ~~1. **Public Notices**, including the Notice of Preparation, Notice of Intent, Federal Register notices, notices for the State CEQA Clearinghouse, etc.~~
- ~~2. **Drafts of Environmental Documents**, including administrative drafts, revised drafts, print check drafts, and public drafts of both the draft and final CEQA/NEPA documentation.~~
- ~~3. **Other Required Documents**, including District's CEQA Justification Memorandum, a Mitigation Monitoring and Reporting Program, Findings of Fact, a Statement of Overriding Considerations (if necessary), a Finding of No Significant Impact (should an Environmental Assessment (EA) be prepared under NEPA), etc.~~
- ~~4. **Administrative Record**. Consultant will maintain all aspects of the Administrative Record as it relates to the development of the EIS/EIR for the duration of the Project. Entries to the Administrative Record will be collected on a monthly basis and included with the Administrative Record. Throughout the Project, Consultant will make the Administrative Record readily available to District upon request.~~

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Task 3.4 Regulatory Permits

- a. Consultant will prepare a Revised Draft and Final Wetland Delineation. ~~permit applications and supporting documents to address regulatory approvals for the agencies described above in Task 3.1. This will include the preparation of application cover letters, permit application forms, biological assessments (if necessary), a wetland delineation, a cultural resources report, draft permit language, draft public notices, alternatives analyses, and other documentation determined to be necessary in coordination with the regulatory agencies. Consultant will coordinate with the regulatory agencies during preparation of application materials, and following their submittal, to assure that all agency requirements are met and permits are issued in a timely manner. This will include meetings, preparation of supplemental materials to address particular regulator concerns, etc.~~

Task 3 - Deliverables:

1. Draft and Final Regulatory and CEQA/NEPA Strategy Technical Memorandum [COMPLETE]
2. Draft and Final Memorandum documenting the data collection and resource investigation efforts [COMPLETE]
3. Draft EIR/EIS, including and Administrative Draft [COMPLETE], ~~Revised Draft, Screen Check Final, and Public Draft~~
4. ~~Final EIR/EIS, including and Administrative Final, Revised Final, Screen Check Final, and Public Final~~
5. ~~Mitigation Monitoring and Reporting Program, included in each of the drafts of the EIR/EIS~~
6. ~~Draft and Final CEQA Justification Memorandum~~
7. ~~Draft and Final Findings of Fact and Statement of Overriding Considerations~~
8. ~~Draft and Final CEQA/NEPA notices, including Notice of Preparation, Notice of Intent, Notice of Availability, Notices of Completion, Notice of Determination, Federal Register notices, newspaper notices, etc.~~
9. ~~Draft, Revised Draft, and Final Permit applications for United States Army Corps of Engineers (USACE), California Department of Fish and Game (CDFG), and RWQCB, including cover letter, permit application form, draft permit language, and supporting information~~
10. ~~Draft, Revised Draft, and Final Biological Assessments, if necessary (one each for USFWS and NMFS)~~
11. Draft [COMPLETE], Revised Draft and Final Wetland Delineation
12. ~~Draft, Revised Draft, and Final Section 106 Report.~~

Task 3 - Assumptions:

1. There will be up to 5 meetings with each regulatory agency. [COMPLETE]
2. There will be up to 10 meetings with FERC and/or DSOD. [COMPLETE]
3. There will be up to 3 one public meetings, ~~one during the scoping period. [COMPLETE], one during the public review period, and one certification hearing.~~
4. ~~Up to 5 feasible alternatives will be evaluated in the CEQA/NEPA document.~~

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Task 4. Design Support

- a. In a supportive role, Consultant will be responsible for reviewing design work for consistency with the planning assumptions and requirements (Design Review). The Design Review is not meant to replace or absolve the Engineer of Record of its roles and responsibilities relative to the design. It is understood that the Designer of Record assumes full responsibility for the design.

Subtask 4.1 Review of 30% ~~Design Deliverables~~ Rock Core Samples

- a. Consultant will meet with District and Design Consultant to ~~receive 30% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 30% Design Review Memorandum~~ review rock core samples collected during the design phase. A Consultant geologist will meet with the Designer of Record at their office for a review meeting to last up to 4 hours.

Subtask 4.2 Review of 60% ~~Design Deliverables~~

- a. ~~Consultant will meet with District and Design Consultant to receive 60% design deliverables and discuss design progress, considerations, and challenges. Consultant will prepare a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 60% Design Review Memorandum.~~

Subtask 4.3 Review of 90% ~~Design Deliverables~~

- a. ~~Consultant will meet with District and Design Consultant to receive 90% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 90% Design Review Memorandum.~~

Task 4 – Deliverables

- ~~1. 30% Design Review Memorandum~~
- ~~2. 60% Design Review Memorandum~~
- ~~3. 90% Design Review Memorandum~~

Task 4 – Assumptions

- ~~1. 30% design documents will include outline specifications and minimally developed details.~~
- ~~2. 60% design documents will include first draft complete specifications and substantially developed details.~~
- ~~3. 90% design documents will be considered "bid ready."~~

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Task 5. Supplemental Services

1. District may require, and Consultant will perform, Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, Consultant will obtain written authorization in the form of a Task Order (see Attachment Three – Task Order Template) approved by District's Water Utility Capital Division Deputy Operating Officer (DOO).
 - 1.1. Details of the specific scope, deliverable, schedule, and fees for any Supplementary Services will be developed with District and submitted in writing prior to approval to begin work.
2. The Not-To-Exceed Fees for each Supplemental Services Task Order will be based upon the Hourly Rate Schedule (time and material) as described in Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 2.1. The agreed upon scope of services requested by District,
 - 2.2. The total not-to-exceed amount for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,
 - 2.3. The schedule for completing the Supplemental Services Task Order; and
 - 2.4. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.
3. The Supplemental Services Task Order fees will not be exceeded by Consultant without prior written authorization from District's Water Utility Division DOO.
4. Under no circumstances will Consultant commence the Supplemental Services until:
 - 4.1. The Supplemental Services Task Order is received, reviewed, and executed by District's Water Utility Division DOO; and
 - 4.2. Consultant receives a Task Order Notice-To-Proceed from District's Project Manager.
5. Consultant will perform, based on District approval, the following Supplemental Services:

5.1 Strategy for Acquisition of Federal Endangered Species Take Authorization

- a. District has a deadline to complete the remediation of Dam by 2018 that could be jeopardized if the endangered species compliance is not completed in time to support this Project. Therefore, Consultant will conduct a strategic analysis of the options for obtaining take authorization outside of the Three Creeks HCP for aquatic species and Santa Clara Valley HCP for terrestrial species. Options could include individual take authorizations under Section 7 or the preparation of an alternative take mechanism, such as a Memorandum

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of Agreement/Understanding. [COMPLETE]

- b. Assist District with the development of the strategy for the Three Creeks HCP as it relates to Dam and other District dams. [COMPLETE]

Task 5.1 Deliverables:

1. Draft and Final Regulatory and Endangered Species Strategy Technical Memorandum [COMPLETE]

Task 5.1 Assumptions:

1. There will be up to 6 meetings with USFWS and NMFS. [COMPLETE]

Task 5.2 Other

Consultant will provide additional services for any quantity of deliverables beyond those stated in Task 1 through 4 to include but limited to:

1. Additional meetings
2. Additional status/progress reports
3. Additional memoranda [COMPLETE]
4. Technical services including CADD, survey, right-of-way, environmental and biological studies. [COMPLETE]
5. Traffic studies and analyses for Cochrane Road re-alignment. [COMPLETE]
6. ~~Preparation of Environmental Report to support the National Environmental Policy Act (NEPA) clearance and organization, attendance and preparation of meeting materials, notes, and public review and comment response document for the Federal Energy Regulatory Commission (FERC) NEPA process.~~

Task 5.3 Dewatering Plan

Preparation of an Anderson Dam Dewatering Plan which identifies dewatering-related impacts and mitigation measures suitable for CEQA and permit applications, as well as for providing a basis for consultation with environmental agencies, including the Valley Habitat Plan Authority. Final Dewatering Plan will move forward under Task Order 3.1.07.

V. ADDITIONAL TERMS AND CONDITIONS (UNCHANGED)

1. Consultant as Independent Contractor

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- A. Consultant will perform all services as an independent contractor and not an agent or employee of District.
 - B. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without prior written consent of District, in the form of an Amendment executed by both Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of District.
2. Consultant's General Responsibilities
- A. Standard of Care
 - 1) Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 - 2) Consultant and its sub-consultants must perform services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.
 - B. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.
 - C. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by District Representative.
3. Confidentiality
- A. Due to the nature of the services Consultant will provide under the Agreement, there may be disclosure to Consultant of detailed information about District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.

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- B. Consultant understands and acknowledges that District staff members providing information to Consultant do so with the understanding that such information will be handled appropriately. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors, and its subconsultants authorized by District to have the information.
 - C. Consultant will notify District's Project Manager immediately of any request by any third party to have access to the information and will not disclose the requested information without first receiving express written authorization from District's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.
4. Project Management
- A. The Project Manager for District is Bal Ganjoo, Senior Project Manager, District Dam Safety Program & Project Delivery Unit.
 - B. The Project Manager for Consultant is as indicated in Revised Attachment One, Consultant's Key Staff and Subconsultants, of this Revised Appendix.
 - C. District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of District.
5. Task Orders
- A. Supplementary Services will be assigned to Consultant through issuance of Task Orders. After Supplementary Services to be performed under this Agreement are identified and communicated to Consultant by District Project Manager, Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:
 - 1) Description of the services, including deliverables.
 - 2) The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to District Project Manager.
 - 4) Estimated cost of each reimbursable expense, including any applicable fees.

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- 5) Time schedule for completing the services.
 - 6) Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to District Project Manager.
 - B. Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by representatives of both Parties.
 - C. Consultant must not commence performance of services on a Task Order until it has been approved by District's Dam Safety & Capital Delivery Division Deputy Operating Officer and notice to proceed has been issued by District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by District for an individual Task Order will not exceed the amount agreed to in the Task Order.
 - D. Prevailing Wage Requirements: The Scope of Services may be considered by District to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement Section II Duties of Consultant and Revised Appendix Two, Fees and Payments, subsection M. Prevailing Wages, and Revised Attachment Three Task Order Template.
6. Conflict of Interest
- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.
 - B. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.
 - C. Consultant will not bring to District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of District, for the possession and use of such materials.
 - D. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's

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subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a consultant or expert for any party in support of any potential or active claim or legal action against District by such party.

- E. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management, or the construction of any project that is related to the services provided under the agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant.

7. Term & Termination

This paragraph 7. Term and Termination and the following paragraph 8. Consultant's Compensation Upon Termination or Suspension, of ARTICLE V. ADDITIONAL TERMS AND CONDITIONS, replaces the second paragraph stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. CHANGES IN WORK.

A. Term & Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. Consultant will not undertake to provide services where it reasonably appears that the services cannot be provided, and expenses cannot be incurred within said total compensation limit and the applicable not-to-exceed amount of any Task Order.

B. District's Rights

- 1) Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- 2) Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be

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compensated as set forth in section H. Consultant's Compensation Upon Termination of Suspension, referenced below.

- 3) Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination.

Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.

- 4) If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- 5) The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

8. Consultant's Compensation Upon Termination or Suspension

- A. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by District Project Manager, as follows:
 - 1) For Direct Labor - Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.
 - 2) For Reimbursable Expenses - Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

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- 3) In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.
9. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- A. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - 1) Within 30 calendar days of the effective date of this Agreement; and
 - 2) Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services to this Agreement.
 - B. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by District, an amendment to their Form 700 any time there is a change to their disclosure information.
 - C. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by District, during District's annual filing season as determined by District.
 - D. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by District, a Leaving Office Statement when one of the following occurs:
 - 1) Upon termination of this Agreement; or
 - 2) Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in District's Conflict of Interest Code).

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- E. Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer, agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to District.
- F. The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by District is deemed a material breach and may result in termination of the Agreement for cause.

10. District Quality and Environmental Management System (QEMS) Fact Sheet (See Revised Attachment Six to Revised Appendix One)

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of District, and make Staff aware of District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided under this Agreement will be referred immediately to District. Consultant will not communicate with the media regarding any such matter.

12. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by District.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
SCOPE OF SERVICES**

- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
- 1) Execution of the Agreement by Consultant;
 - 2) Submission by Consultant, and acceptance by District, of evidence of all required insurance coverages and documents;
 - 3) Submission by Consultant, and acceptance by District, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by Consultant, and acceptance by District, of evidence of the QEMS Awareness and Training certification (See Attachment Six to Revised Appendix One);
 - 5) Submission by Consultant, and acceptance by District, of all required Non-Disclosure Agreements ("NDA") documents as provided in Attachment Seven to the Revised Appendix One, if applicable;
 - 6) Submission by Consultant, and acceptance by District, of a Health and Safety Plan, if applicable;
 - 7) Any other requirements that are deemed necessary by District; and
 - 8) Execution of the Agreement by District.

13. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of District and Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Christopher Hakes, Deputy Operating Officer
Dam Safety and Capital Delivery Division
Email: chakes@valleywater.org
Direct: (408) 630-3796

**AMENDMENT NO. 5 TO AGREEMENT A3578A
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Consultant:

HDR Engineering, Inc.
2379 Gateway Oaks Drive #200
Sacramento, CA 95833
Attention: Sergio Jimenez, Vice President
Email: Sergio.jimenez@hdrinc.com
Direct: (916) 679-8834

14. Good Neighbor

District always strives to be a good neighbor to the community adjacent to its facility. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Revised Appendix One-Scope of Services and Revised Attachments

The following listed Attachments referred to herein are incorporated in this Revised Appendix One-Scope of Services as though set forth in full:

Revised Attachment One - Consultant's Key Staff and Subconsultants
(REVISED)

Revised Attachment Two - Dispute Resolution (UNCHANGED)

Revised Attachment Three - Task Order Template (UNCHANGED)

Attachment Four - Reference Materials (UNCHANGED)

Attachment Five - District Procedures & Work Instructions (UNCHANGED)

Revised Attachment Six - District Quality and Environmental Management
Systems (QEMS) Fact Sheet (UNCHANGED)

Revised Attachment Seven - Non-Disclosure Agreement (UNCHANGED)

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**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Robert Boling	Principal-in-Charge	Robert.Boling@hdrinc.com (916) 817-4858
Sergio Jimenez	Project Manager/Planning Lead	Sergio.Jimenez@hdrinc.com (916) 679-8834
Les Harder	Dam Lead	Les.Harder@hdrinc.com (916) 817-4973
Betty Dehoney	QA/QC Manager	Betty.Dehoney@hdrinc.com (858) 712-8324
Linda Fisher	Permitting Lead	Linda.Fisher@hdrinc.com (916) 817-4962

2. If necessary, appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.
3. The following subconsultants are authorized to work on this Project:

Firm	Project Role
AMEC Environment and Infrastructure	Geotechnical/Seismic, Geology/Seismic Rupture
Associated Right of Way Services	Right of Way Services
Engineering Solutions, LLC	Risk/Constructability Review
Far Western Anthropological	Cultural Resources/Historical Preservation
Fehr & Peers	Traffic Study
Freyer & Laureta	Surveying
Geosystems, L.P.	Ground Improvements
Gregg Korbin	Tunneling
H.T. Harvey & Associates	Biological Services
Horizon Water and Environmental	Environmental, CEQA/NEPA Permitting
Jacobs Associates	Tunneling
Norcal Geophysical Consultants	Geophysics
Pacific Geotechnical Engineering	Geotechnical Investigations
SAGE Engineers	Geotechnical/Seismic, Geology/Seismic Rupture

NOTE:

1. Firms listed with strikethrough represent firms that did not perform services after execution of Amendment No. 4.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

4. Contact information for the above listed - subconsultants is as follows:

Project Role: Geotechnical/Seismic, Geology/Seismic Rupture			
Firm:	AMEC	Contact:	Chris Coutu
Address:	240 Webster St. 12 Floor, Oakland, CA 94612	Phone:	(510) 663-4100
		E-mail:	Chris.coutu@amec.com

Project Role: Right of Way Services			
Firm:	Associated Right of Way Services	Contact:	Bill Tannenbaum
Address:	2300 Contra Costa Blvd, Suite 525 Pleasant Hill, CA 94523	Phone:	(925) 691-8500
		E-mail:	btannebaum@arws.com

Project Role: Risk/Constructability Review			
Firm:	Engineering Solutions, LLC	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6216
		E-mail:	dhertel@g.com

Project Role: Cultural Resources/Historical Preservation			
Firm:	Far Western Anthropological	Contact:	Pat Mikkelsen
Address:	2727 Del Rio Place, Suite A Davis, CA 95826	Phone:	(530) 756-3941
		E-mail:	pat@farwestern.com

Project Role: Traffic Study			
Firm:	Fehr & Peers	Contact:	Robert Eckols
Address:	160 W. Santa Clara, Suite 675 San Jose, CA 95113	Phone:	(408) 278-1700 ext. 1214
		E-mail:	R.Eckols@ferhandpeers.com

Project Role: Surveying			
Firm:	Freyer & Laureta	Contact:	Rich Laureta
Address:	144 North San Mateo Drive San Mateo, CA 94401	Phone:	(650) 344-9901
		E-mail:	laureta@freyerlaureta.com

Project Role: Ground Improvements			
Firm:	Geosystems, L.P.	Contact:	Donald Bruce
Address:	161 Bittersweet Cir, P.O. Box 237 Venetia, PA 15367	Phone:	(724) 942-0570
		E-mail:	dabruce@geosystemsbruce.com

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Project Role: Tunneling			
Firm:	Gregg Korbin	Contact:	Gregg Korbin
Address:	1167 Brown Ave Lafayette, CA 94549	Phone:	(925) 284-9017
		E-mail:	gekorbin@earthlink.net

Project Role: Biological Services			
Firm:	H.T. Harvey & Associates	Contact:	Stephen Rottenborn
Address:	983 University Avenue, Bldg D Los Gatos, CA 95032	Phone:	(408) 458-3205
		E-mail:	srottenborn@harveyecology.com

Project Role: Environmental, CEQA/NEPA Permitting			
Firm:	Horizon Water and Environmental	Contact:	Michael Stevenson
Address:	1330 Broadway, Suite 424 Oakland, CA 94612	Phone:	(510) 986-1852
		E-mail:	

Project Role: Tunneling			
Firm:	Jacobs Associates	Contact:	Mike McRae
Address:	465 California Street, Suite 1000 San Francisco, CA 94104	Phone:	(415) 434-1822
		E-mail:	merae@jacobssf.com

Project Role: Geophysics			
Firm:	Norcal Geophysical Consultants	Contact:	Ken Blom
Address:	321 Blodgett Street Gotati, CA 94931	Phone:	(707) 796-7170
		E-mail:	kblom@norcalgeophysical.com

Project Role: Geologic Faulting Evaluations			
Firm:	Pacific Geotechnical Engineering	Contact:	Peter Anderson
Address:	16055-D Caputo Drive Morgan Hill, CA 95037	Phone:	(408) 778-2818
		E-mail:	panderson@pacific-geotechnical.com

Project Role: Geotechnical/Seismic, Geology/Seismic Rupture			
Firm:	SAGE Engineers	Contact:	Marc Ryan
Address:	2251 Douglas Blvd, Suite 200 Roseville, CA 95661	Phone:	(916) 677-4790
		E-mail:	mryan@sageengineers.com

NOTE:

1. Firms listed with strikethrough represent firms that did not perform services after execution of Amendment No. 4.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

5. None of the above-named Consultant staff or subconsultants will be replaced without the approval of District's Project Manager.
6. Should replacement or additional subconsultants be required to provide services under this Agreement, District preapproval is required.
7. Upon District approval, subconsultants can be added to this Agreement through amendment as stated herein. If Consultant's Project Manager or any other designated key staff person or subconsultant fails to perform to the satisfaction of District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from this Project and provide a replacement acceptable to District.
 - a. Consultant will not charge District the time it takes Consultant's replacement personnel to obtain District specific Project-level knowledge in the possession of the person or persons being replaced.
 - b. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to District for concurrence.
 - c. Each subconsultant firm's authorized representative will sign and submit District's Non-Disclosure Agreement, which is provided as Attachment Seven to Revised Appendix One. Failure by a subconsultant's authorized representative to sign District's Non-Disclosure Agreement shall result in District authorizing Consultant to retain an equivalently qualified firm as a replacement subconsultant. Consultant shall provide the signed form to District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
 - d. In addition, Consultant's subconsultants' key staff are required to sign and submit District's Personal Non-Disclosure Agreement, which is provided as Attachment One to Attachment Seven to Revised Appendix One. Consultant will provide the signed form to District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
8. Consultants Subconsultants.
 - a. District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by Consultant; such approval will be confirmed in writing.
9. District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by District for such work; such approval will be confirmed in writing.

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**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL (UNCHANGED)

- A. Payment for all services performed by Consultant to the satisfaction of District as described in Appendix One and Revised Appendix One, Scope of Services, for this Agreement will be based upon the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. District will make payments to Consultant according to the terms provided for in this Revised Appendix Two. Payments made by District to Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable travel and per diem expenses incurred by Consultant to complete the work.

II. TOTAL FUNDING AUTHORIZED UNDER THIS AGREEMENT (UNCHANGED)

- A. Total payment for services performed, as described in Appendix One and Revised Appendix One, Scope of Services, will not exceed a total amount of **\$5,557,091** during the term of this Agreement. Under no conditions will the total compensation to Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by District's Board of Directors ("Board"), or Chief Executive Officer as authorized by the Board. Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (UNCHANGED)

- A. The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by District to Consultant for Supplemental Services without prior written authorization by District as stated in Appendix One and Revised Appendix One of this Agreement.

COST BREAKDOWN (UNCHANGED)

Task	Description	Original (Not-to-Exceed) Fees	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Total Fixed (Not-to-Exceed) Fees
1	Project Management	\$443,422	\$0	\$0	\$72,000	-	\$515,422
2	Planning Study	\$2,267,380	(\$582,524)	\$0	\$40,000	(\$29,255)	\$1,695,601
3	Environmental Documentation and Permitting	\$1,294,708	\$0	\$650,000	\$224,000	-	\$2,168,708
4	Design Support	\$130,208	\$0	\$0	\$0	-	\$130,208
5	Supplemental Services	\$60,373	\$582,524	\$150,000	\$225,000	\$29,255	\$1,047,152
Total Not-to-Exceed Amount		\$4,196,091	\$0	\$800,000	\$561,000	\$0	\$5,557,091

NOTES:

1. Revised Cost Breakdown listed above approved by District letter to Consultant dated June 20, 2019 was formally incorporated in Amendment No. 4.
2. Amendment No. 5 is a no-cost amendment.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

IV. TERMS AND CONDITIONS (UNCHANGED)

Payments for services performed, as described in the Appendix One and Revised Appendix One - Scope of Services, will be based on the following terms:

- A. District will pay for services provided by Consultant according to the rates for professional, technical, and administrative personnel as listed below in the Hour/Unit Rate Schedule.
- B. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly and unit rates may be negotiated by Consultant and District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.6% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by District's Dam Safety & Capital Division Deputy Operating Officer.

HOURLY RATE SCHEDULE (UNCHANGED)

Classification	Base Hourly Rate	Effective May 2013 Rate	Effective April 2014 Rate	Effective June 2015 Rate	Effective June 2017 Rate	Effective June 2018 Rate	Current Effective June 2019 Rate
HDR Inc.							
Technical Advisor/Program Manager	\$248.00	\$254.45	\$261.06	\$266.28	\$273.21	\$280.31	\$287.60
Principal Engineer/Principal Scientist	\$205.00	\$210.33	\$215.80	\$220.11	\$225.84	\$231.71	\$237.73
Lead Engineer/Lead Scientist	\$185.00	\$189.81	\$194.75	\$198.64	\$203.80	\$209.10	\$214.54
Senior Engineer/Senior Scientist	\$164.00	\$168.26	\$172.64	\$176.09	\$180.67	\$185.37	\$190.19
Staff Engineer/Staff Scientist	\$129.00	\$132.35	\$135.80	\$138.51	\$142.11	\$145.81	\$149.60
Junior Engineer/Junior Scientist	\$110.00	\$112.86	\$115.79	\$118.11	\$121.18	\$124.33	\$127.56
Resource Specialist I	\$75.00	\$76.95	\$78.95	\$80.53	\$82.62	\$84.77	\$86.97
Resource Specialist II	\$98.00	\$100.55	\$103.16	\$105.23	\$107.96	\$110.77	\$113.65
Resource Specialist III	\$106.00	\$108.76	\$111.58	\$113.82	\$116.77	\$119.81	\$122.93

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification	Base Hourly Rate	Effective May 2013 Rate	Effective April 2014 Rate	Effective June 2015 Rate	Effective June 2017 Rate	Effective June 2018 Rate	Current Effective June 2019 Rate
Accounting	\$110.00	\$111.43	\$112.88	\$114.35	\$115.83	\$117.34	\$118.87
Clerical	\$93.00	\$94.21	\$95.43	\$96.67	\$97.93	\$99.20	\$100.49

NOTES:

- Revised Rates listed above for Consultant, HDR, approved by District letters to Consultant dated March 15, 2018 and June 20, 2019, and were formally incorporated in Amendment No. 4.
- Hourly Rates for Consultant and Subconsultants were not increased, however they reflect prior updates for this Amendment No. 5.

Classification	Base Hourly Rate	Rates Effective May 2013	Rates Effective April 2014	Current Rates Effective June 2015
*AMEC Environment and Infrastructure				
Principal — VP	\$250.00	\$256.50	\$263.17	\$268.43
Principal	\$210.00	\$215.46	\$221.06	\$225.48
Sr II	\$205.00	\$210.33	\$215.80	\$220.11
Sr I	\$200.00	\$205.20	\$210.54	\$214.75
Project I	\$142.00	\$145.69	\$149.48	\$152.47
Staff II	\$120.00	\$123.12	\$126.32	\$128.85
Staff I	\$112.00	\$114.91	\$117.90	\$120.26
Graphics	\$101.00	\$103.63	\$106.32	\$108.45
Project Assistant	\$79.00	\$80.03	\$81.07	\$82.12
Far Western Anthropological Research Group				
Co-Principal	\$128.00	\$131.33	\$134.74	\$137.44
PI	\$106.00	\$108.76	\$111.58	\$113.82
Sr Geoarchaeologist	\$99.00	\$101.57	\$104.21	\$106.30
GIS Supervisor	\$95.00	\$97.47	\$100.00	\$102.00
Field Director	\$63.00	\$64.64	\$66.32	\$67.64
Staff Archaeologist	\$66.00	\$67.72	\$69.48	\$70.87
Technician	\$54.00	\$55.40	\$56.84	\$57.98
Staff Archaeologist	\$41.00	\$42.07	\$43.16	\$44.02
Production Assistant	\$54.00	\$55.40	\$56.84	\$57.98
Admin Assistant	\$48.00	\$48.62	\$49.26	\$49.90
Pacific Geotechnical Engineering				
Principal	\$197.00	\$202.12	\$207.38	\$211.52
Project Manager II	\$177.00	\$181.60	\$186.32	\$190.05
Sr Geologist/Engineer	\$156.00	\$160.06	\$164.22	\$167.50
Project Geologist/Engineer 2	\$141.00	\$144.67	\$148.43	\$151.40
Project Geologist/Engineer 1	\$131.00	\$134.41	\$137.90	\$140.66
Staff Geologist/Engineer	\$121.00	\$124.15	\$127.37	\$129.92
Assistant Geologist/Engineer	\$111.00	\$113.89	\$116.85	\$119.18
Staff Tech	\$91.00	\$93.37	\$95.79	\$97.71

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification	Base Hourly Rate	Rates Effective May 2013	Rates Effective April 2014	Current Rates Effective June 2015
CAD	\$76.00	\$77.98	\$80.00	\$81.60
Admin	\$66.00	\$66.86	\$67.73	\$68.61
Horizon Water & Environment				
Principal	\$203.00	\$208.28	\$213.60	\$217.97
Sr. Associate II	\$170.00	\$174.42	\$178.95	\$182.53
Sr. Associate I	\$160.00	\$164.16	\$168.43	\$171.80
Associate II	\$149.00	\$152.87	\$156.85	\$159.99
Associate I	\$139.00	\$142.61	\$146.32	\$149.25
Analyst II	\$127.00	\$130.30	\$133.60	\$136.36
Analyst I	\$117.00	\$120.04	\$123.16	\$125.63
Graphics	\$101.00	\$103.63	\$106.32	\$108.45
Technician	\$80.00	\$82.08	\$84.21	\$85.90
Clerical	\$69.00	\$69.90	\$70.81	\$71.73
H.T. Harvey & Associates				
Principal	\$217.00	\$222.64	\$228.43	\$233.00
Sr Associate Ecologist	\$196.00	\$201.10	\$206.32	\$210.45
Associate Ecologist	\$180.00	\$184.68	\$189.48	\$193.27
Sr. Ecologist 2	\$164.00	\$168.26	\$172.64	\$176.09
Sr. Ecologist 1	\$148.00	\$151.85	\$155.80	\$158.91
Ecologist 2	\$132.00	\$135.43	\$138.95	\$141.73
Ecologist 1	\$117.00	\$120.04	\$123.16	\$125.63
Field Biologist 2	\$101.00	\$103.63	\$106.32	\$108.45
Field Biologist 1	\$85.00	\$87.21	\$89.48	\$91.27
GIS	\$106.00	\$108.76	\$111.58	\$113.82
Admin	\$81.00	\$82.05	\$83.12	\$84.20
Fehr & Peers				
Sr Associate	\$225.00	\$230.85	\$236.85	\$241.59
Associate	\$185.00	\$189.81	\$194.75	\$198.64
Sr Engineer/Planner	\$150.00	\$153.90	\$157.90	\$161.06
Engineer/Planner	\$120.00	\$123.12	\$126.32	\$128.85
Sr Tech Support	\$130.00	\$133.38	\$136.85	\$139.58
Freyer & Laureta				
Principal	\$158.00	\$162.11	\$166.32	\$169.65
Project Manager	\$142.00	\$145.69	\$149.48	\$152.47
Sr Engineer	\$126.00	\$129.28	\$132.64	\$135.29
Associate Engineer	\$116.00	\$119.02	\$122.11	\$124.55
Staff Engineer II	\$95.00	\$97.47	\$100.00	\$102.00

**AMENDMENT NO. 5 TO AGREEMENT A3578A
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Classification	Base Hourly Rate	Rates Effective May 2013	Rates Effective April 2014	Current Rates Effective June 2015
Staff Engineer-I	\$89.00	\$91.34	\$93.69	\$95.56
Drafter-I	\$74.00	\$75.92	\$77.90	\$79.46
Associated Right of Way Services				
Principal	\$190.00	\$194.94	\$200.01	\$204.01
Consultant 1	\$158.00	\$162.11	\$166.32	\$169.65
Consultant 2	\$137.00	\$140.56	\$144.22	\$147.10
Consultant 3	\$121.00	\$124.15	\$127.37	\$129.92
Right of Way Tech	\$84.00	\$86.18	\$88.42	\$90.19
Appraisal	\$194.00	\$199.04	\$204.22	\$208.30
Admin	\$63.00	\$63.82	\$64.65	\$65.49
Jacobs Associates				
Principal	\$250.00	\$256.50	\$263.17	\$268.43
Lead Associate	\$210.00	\$215.46	\$221.06	\$225.48
Associate	\$190.00	\$194.94	\$200.01	\$204.01
Sr Project Technical	\$180.00	\$184.68	\$189.48	\$193.27
Project Technical	\$155.00	\$159.03	\$163.16	\$166.43
Sr Staff Technical	\$140.00	\$143.64	\$147.37	\$150.32
Staff Technical	\$120.00	\$123.12	\$126.32	\$128.85
CAD Designer	\$110.00	\$112.86	\$115.79	\$118.11
Technical Editor	\$125.00	\$128.25	\$131.58	\$134.22
Engineering Solutions				
Dan Hertel	\$150.00	\$153.90	\$157.90	\$161.06
Gregg Korbin				
Gregg Korbin	\$220.00	\$225.72	\$231.59	\$236.22
Geosystems, L.P.				
Principal	\$240.00	\$246.24	\$252.64	\$257.70
Norcal Geophysical Consultants				
Principal	\$139.00	\$142.61	\$146.32	\$149.25
Associate	\$81.00	\$83.11	\$85.27	\$86.97
Senior	\$67.00	\$68.74	\$70.53	\$71.94
Tech	\$63.00	\$64.64	\$66.32	\$67.64
Graphics	\$44.00	\$45.14	\$46.32	\$47.24
Admin	\$58.00	\$58.75	\$59.52	\$60.29
SAGE Engineers				
QA Reviewer	-	-	-	\$275.00
Principal	-	-	-	\$250.00
Sr. Associate	-	-	-	\$225.00

**AMENDMENT NO. 5 TO AGREEMENT A3578A
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Classification	Base Hourly Rate	Rates Effective May 2013	Rates Effective April 2014	Current Rates Effective June 2015
Associate	-	-	-	\$190.00
Senior Engineer	-	-	-	\$175.00
Sr. Project Engineer	-	-	-	\$156.00
Project Engineer	-	-	-	\$128.00
Staff Engineer	-	-	-	\$120.00
CADD 1	-	-	-	\$140.00
Clerical	-	-	-	\$114.00

NOTES:

1. Current rates for all Subconsultants are effective June 2015.
2. Hourly Rates for Consultant and Subconsultants were not increased, however they reflect prior updates for this Amendment No. 5.
3. Firms listed with strikethrough represent firms that did not perform services after execution of Amendment No. 4.

- C. Upon the written approval of District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.
- D. Upon the written approval of District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- E. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to District.
- F. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order. Expenses incurred by Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost-plus 5%. Consultant shall provide invoices for all lab services regardless of cost.
- G. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task as approved by District's Project Manager.
- H. Reimbursable Expenses
- 1) Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, such as to Project site(s) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by District.

- 2) Travel, including air travel, overnight accommodations, and per diem, required for performance of this Agreement will be paid at reasonable cost not-to-exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from District Project Manager for a different type of vehicle.
- I. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Revised Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:
 1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
 2. Direct charges by Scope of Service Task.
 3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.
 4. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Revised Appendix Two.
 - J. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by Consultant for preliminary review by District Project Manager. Upon preliminary approval by District, Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
 - K. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- L. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.
- M. Prevailing Wages
1. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
 2. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
 3. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code § 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code § 1725.5.
 4. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
 5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
 6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to District, at any time during regular business hours, upon written request by District.
 7. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to District executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- N. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
- O. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
- P. **SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

This Agreement provides for Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 40% or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires April 30, 2021 unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by District.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and Deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to District's Revised Standard Consultant Agreement, Section VII DELAYS AND EXTENSIONS.
5. Project Delays - Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and Section VII DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and such approval will be confirmed in writing.

PROJECT SCHEDULE

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
1	Project Management	Term of Agreement
1.1	Planning Phase Work Plan Support	COMPLETE
1.2	Monthly Status Reports	Term of Agreement
1.3	Monthly Coordination/Progress Meetings	COMPLETE
1.4	Workshops/Coordination Meetings	COMPLETE
2	Planning Study	
2.1.1	Fault Displacement TM	COMPLETE
2.1.2	Draft IRRM TM	COMPLETE

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
2.1.2	Revised Draft IRRM TM	COMPLETE
2.1.2	Final IRRM TM	COMPLETE
2.1.2	Draft Problem Definition Memorandum	COMPLETE
2.1.2	Final Problem Definition Memorandum	COMPLETE
2.2.1	Alternatives Evaluation Model	COMPLETE
2.2.2	Draft Conceptual Alternatives Report	COMPLETE
2.2.2	Final Conceptual Alternatives Report	COMPLETE
2.2.3	Feasible Alternatives Matrix	COMPLETE
2.2.4	Draft Staff-Recommended Alternative Report	COMPLETE
2.2.4	Final Staff-Recommended Alternative Report	COMPLETE
2.2.5	Draft Planning Study Report	COMPLETE
2.2.5	Draft Updated Planning Study Report	COMPLETE
2.2.5	Revised Draft Planning Study Report	COMPLETE
2.2.5	Revised Draft Updated Planning Study Report	COMPLETE
2.2.5	Final Planning Study Report	COMPLETE
2.2.5	Final Updated Planning Study Report	COMPLETE
2.2.5	Project Requirements Memorandum	COMPLETE
2.2.6	Draft Planning-to-Design Transition Report	COMPLETE
2.2.6	Final Planning-to-Design Transition Report	COMPLETE
3	Environmental Documentation and Permit Support	
3.1	Draft Regulatory and CEQA/NEPA Strategy TM	COMPLETE
3.1	Final Regulatory and CEQA/NEPA Strategy TM	COMPLETE
3.2	Draft Data Collection Memorandum	COMPLETE
3.2	Final Data Collection Memorandum	COMPLETE
3.3	Draft EIR/EIS – Admin Draft	COMPLETE
*3.3	Draft EIR/EIS – Revised Draft	60 calendar days from Receipt of District Comments and 30% Design Documents

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
3.3	Draft EIR/EIS — Screen Check	30 calendar days from Receipt of District Comments
3.3	Draft EIR/EIS — Public Draft	20 calendar days from Receipt of District Comments
3.3	Final EIR/EIS — Admin Draft	154 calendar days from Public Review of Admin Draft
3.3	Final EIR/EIS — Revised Draft	20 calendar days from Receipt of District Comments
3.3	Final EIR/EIS — Screen Check	20 calendar days from Receipt of District Comments
3.3	Final EIR/EIS — Public Draft	20 calendar days from Receipt of District Comments
3.3	Mitigation Monitoring and Reporting Program	With EIR/EIS
3.3	Draft CEQA Justification Memo	With EIR/EIS
3.3	Final CEQA Justification Memo	With EIR/EIS
3.3	Draft Findings of Fact and Statement of Overriding Considerations	With EIR/EIS
3.3	Final Findings of Fact and Statement of Overriding Considerations	With EIR/EIS
3.3	Draft CEQA/NEPA Notices	With EIR/EIS
3.3	Final CEQA/NEPA Notices	With EIR/EIS
3.4	Draft Permit Applications	60 calendar days from completion of public review of Draft EIR/EIS
3.4	Revised Draft Permit Applications	20 calendar days from Receipt of District Comments
3.4	Final Permit Applications	40 calendar days from Receipt of District Comments
3.4	Draft Biological Assessments	40 calendar days from Public Review, Draft EIR/EIS
3.4	Revised Draft Biological Assessments	30 calendar days from Receipt of District Comments
3.4	Final Biological Assessments	40 calendar days from Receipt of District Comments
3.4	Draft Wetland Delineation	COMPLETE
3.4	Revised Draft Wetland Delineation	30 calendar days from Receipt of Project Area
3.4	Final Wetland Delineation	10 calendar days from Receipt of District Comments
3.4	Draft Section 106 Report	COMPLETE
3.4	Revised Draft Section 106 Report	20 calendar days from Receipt of District Comments
3.4	Final Section 106 Report	40 calendar days from Receipt of District Comments
4	Design Support	

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
4.1	30% Design Review Memorandum	10 calendar days from Receipt of Design Documents
4.2	60% Design Review Memorandum	10 calendar days from Receipt of Design Documents
4.3	90% Design Review Memorandum	10 calendar days from Receipt of Design Documents
5	Supplemental Services	
5.1	Draft Regulatory and Endangered Species Strategy TM	COMPLETE
5.1	Final Regulatory and Endangered Species Strategy TM	COMPLETE
5.2	Supplemental Services – Other	Term of Agreement
5.3	Supplemental Services – Dewatering Plan Final Dewatering Plan to be completed under 3.1.07	COMPLETE

NOTES:

1. Task updates to Milestone Dates or Duration to this Schedule of Completion reflect the revised status for this Amendment No. 5.
2. Firms listed with strikethrough represent firms that did not perform services after execution of Amendment No. 4.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Revised Appendix Four Insurance Requirements.

Without limiting Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District" or "Valley Water"), Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

Certificates of Insurance

Consultant shall furnish District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3578A / CAS No. 4407**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

Consultant will provide District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.org
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3578A / CAS No. 4407**

IMPORTANT: The agreement or CAS number must be included.

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$5,000,000 per claim/ **\$5,000,000** aggregate

Professional/Errors and Omission Liability appropriate to Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and Consultant will be notified of such requirement(s) by District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by District, its Directors, its officers, agents and employees, and District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to District.

**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of District must not be deemed to release or limit any liability of Consultant. Damages recoverable by District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** District reserves the right to withhold payments to Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**AMENDMENT NO. 5 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Professional Liability:	A.	Limits (\$5,000,000)	
	B.	Cancellation Endorsement	

ConsultantGL2AL2PL5_rev. 7.20.20/CAS rev. 2.17.21

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